Exhibit J

The Honorable Michelle L. Peterson

1

2

3

4

5

6   UNITED STATES DISTRICT COURT
7   WESTERN DISTRICT OF WASHINGTON
                           AT SEATTLE

8

9 O'DONNELL/SALVATORI, INC., an Illinois   No. 2:20-cv-00882-MLP
   corporation,
10   MICROSOFT CORPORATION'S
                     Plaintiff/Counterclaim   SUPPLEMENTAL ANSWERS,
11   Defendant,   TO O'DONNELL/SALVATORI,
                                                INC.'S INTERROGATORIES
12   v.   NOS. 1-3

13 MICROSOFT CORPORATION, a Washington   **CONTAINS CONFIDENTIAL**
    corporation,   **MATERIALS SUBJECT TO**
14   **THE STIPULATED**
                     Defendant/Counterclaim   **PROTECTIVE ORDER**
15   Plaintiff.

16

17   Defendant/Counterclaim Plaintiff Microsoft Corporation provides these supplemental

18 answers to Plaintiff/Counterclaim Defendant O'Donnell/Salvatori, Inc.'s Interrogatories Nos. 1-

19 3.

20   **OBJECTIONS TO DEFINITIONS**

21   1.   **"You," "Your," and "Microsoft Corporation."** Microsoft objects to the

22 definition of "you," "your," and "Microsoft Corporation" to the extent it would require

23 disclosure of communications protected by any privilege, including the attorney-client privilege.

24   2.   **"ICA."** Microsoft objects that the definition of "ICA" excludes subsequent

25 amendments, even though they are expressly incorporated into the ICA. Microsoft construes

26 "ICA" to include the incorporated ICA, which includes the First, Second, Third, Fourth, and

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 1
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

1 Fifth Amendments, as defined in the Discovery Requests, including the Confirmatory Work-

2 Made-For-Hire and Backup Assignment Agreement attached to the Second Amendment.

3 **SUPPLEMENTAL ANSWERS TO INTERROGATORIES NOS. 1-3**

4 **INTERROGATORY NO. 1:** Explain in detail how Microsoft calculates amounts due

5 under Section 1(iii) and (iv) of the ICA (along with all amendments of Sections 1(iii) and (iv)).

6 **ANSWER:** Microsoft objects that the phrase "how Microsoft calculates amounts due" is

7 vague and ambiguous because it is unclear whether ODS is seeking, for example, information

8 about Microsoft's specific mathematical equation for calculating royalties, adherence to certain

9 contractual terms, or interpretation of certain contractual terms. Microsoft thus construes the

10 request to ask about the general manner in which Microsoft calculates royalties owed to ODS.

11 Microsoft further objects that this request is not limited in time and so construes the request to

12 ask about the way Microsoft has calculated royalties owed to ODS since the parties' execution of

13 the Second Amendment, under the as-amended Sections 1(iii) and (iv) of the ICA.

14 Subject to and without waiving these objections, Microsoft answers that it calculates

15 royalties for the Halo 1 and 2 soundtracks according to Sections 1(iii) and (iv) in the ICA, as

16 amended. Based on these objections, Microsoft will not respond to this request further as drafted

17 but to the extent ODS intended this request to seek additional or different information, Microsoft

18 is willing to meet and confer with ODS to better understand what that information is.

19 **SUPPLEMENTAL ANSWER:** Microsoft incorporates by reference its objections

20 stated in its original answer as if fully set forth here. Subject to and without waiving these

21 objections, Microsoft further answers that it tracks Halo 1 and 2 soundtrack sales based on

22 regular reports received from distributors managing Halo 1 and 2 soundtrack sales. The

23 distributor reports reflect the amount the distributor owes Microsoft according to revenue the

24 distributor received from Halo 1 and 2 soundtrack sales. *See, e.g.*, MSFT_00000978. Each Halo

25 soundtrack has corresponding internal part number(s) that Microsoft uses to track royalty-

26 bearing events and revenue. Microsoft then uses the internal part numbers corresponding to the

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 2
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

1   soundtracks to invoice the distributors. *See, e.g.*, MSFT_00000985. Microsoft runs reports

2   known as "statement processing" for the corresponding revenue to generate an automated

3   (previously quarterly and now monthly) report on royalties earned by ODS based on (a) the

4   specific royalty rate agreed upon in the ICA for Halo 1 and 2 soundtrack sales; and (b) the

5   corresponding amount of revenue Microsoft collected for the soundtrack sales minus any

6   applicable deductions. *See, e.g.*, MSFT_00000464-66. The royalties earned amount is then

7   applied to recoup any applicable prepaid advances to ODS. If there are no applicable prepaid

8   advances, then the royalties earned amount equates to the royalties to be paid to ODS for that

9   time period. Microsoft manually reconciles these amounts for accuracy, submits the statement

10   for approval, and once approved, releases the statement to ODS.

11

12   **INTERROGATORY NO. 2:** Explain in detail how Microsoft calculates amounts due

13   under Section 1(iii) and (iv) of the ICA (along with all amendments of Section 3.1(c)(i-viii) of

14   the Third and Fourth Amendments).

15   **ANSWER:** Microsoft objects that this request is duplicative of Interrogatory No. 1

16   because it seeks information on "how Microsoft calculates amounts due under Section 1(iii) and

17   (iv) of the ICA." Microsoft therefore incorporates by reference its objection and response to

18   Interrogatory No. 1 as if fully stated here. To the extent this request seeks information about

19   "how Microsoft calculates amounts due" under "all amendments of Section 3.1(c)(i)-(viii) of the

20   Third and Fourth Amendments" only, Microsoft objects that the request is ambiguous and

21   confusing because there are no "amendments of Section 3.1(c)(i)-(viii) of the Third and Fourth

22   Amendments." Microsoft therefore will interpret the request to seek information on how

23   Microsoft has calculated royalties owed to ODS under Section 3.1(c)(i)-(viii) of the Third and

24   Fourth Amendments. Microsoft further objects that the phrase "how Microsoft calculates

25   amounts due" is vague and ambiguous because it is unclear whether ODS is seeking, for

26   example, information about Microsoft's specific mathematical equation for calculating royalties,

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 3
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1   adherence to certain contractual terms, or interpretation of certain contractual terms. Microsoft

2   thus construes the request to ask about the general manner in which Microsoft calculates

3   royalties owed to ODS. Microsoft objects that this request is not limited in time, so Microsoft

4   construes the request to cover the way Microsoft has calculated royalties owed to ODS under

5   Section 3.1(c)(i)-(viii) of the Third and Fourth Amendments of the ICA since the parties'

6   execution of the Fourth Amendment.

7   Subject to and without waiving these objections, Microsoft answers that it calculates

8   royalties for the "Halo 3 musical compositions," as defined in the Third Amendment, and "Halo

9   Atlas musical compositions," as defined in the Fourth Amendment, according to Section

10 3.1(c)(i)-(viii) of the Third and Fourth Amendments. Based on these objections, Microsoft will

11 not respond to this request further as drafted but to the extent ODS intended for this request to

12 seek additional or different information, Microsoft is willing to meet and confer with ODS to

13 better understand what that information is.

14   **SUPPLEMENTAL ANSWER:** Microsoft incorporates by reference its objections

15 stated in its original answer as if fully set forth here. Subject to and without waiving these

16 objections, Microsoft further answers that it tracks Halo 3 and Halo 3: Orbital Drop Shock

17 Troopers soundtrack monetization based on regular reports received from distributors managing

18 those soundtracks' monetization. The distributor reports reflect the amount the distributor owes

19 Microsoft according to revenue the distributor received from soundtrack monetization. *See, e.g.*,

20 MSFT_00000978. Each Halo soundtrack has corresponding internal part number(s) that

21 Microsoft uses to track royalty-bearing events and revenue. Microsoft then uses internal part

22 numbers to invoice the distributors. *See, e.g.*, MSFT_00000985. Microsoft runs reports known

23 as "statement processing" for the corresponding revenue to generate an automated (previously

24 quarterly and now monthly) report on royalties earned by ODS based on (a) the specific royalty

25 rate agreed upon in the ICA for Halo 3 and Halo 3: Orbital Drop Shock Troopers soundtrack

26 monetization; and (b) the corresponding amount of revenue Microsoft collected for the Halo 3

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 4
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

1 and Halo 3: Orbital Drop Shock Troopers soundtrack monetization minus any applicable

2 deductions. *See, e.g.*, MSFT_00000556-58. The royalties earned amount is then applied to

3 recoup any applicable prepaid advances to ODS. If there are no applicable prepaid advances,

4 then the royalties earned amount equates to the royalties to be paid to ODS for that time period.

5 Microsoft manually reconciles these amounts for accuracy, submits the statement for approval,

6 and once approved, releases the statement to ODS.

7   <**BEGIN CONFIDENTIAL DESIGNATION**> ███████████████

8 ██████████████████████████████████

9 ██████████████████████████████████

10 ████████████████████████████████

11 ████████████████████████████████████

12 ████████████████████████████████

13 ███████████████████████████████████

14 ██████████████████████████████████

15 ████████████████████████████████████

16 ███████████████████████████████████

17 ██████████████████████████████

18   ████████████████████████████

19 ████████████████████████████████████

20 ████████████████████████████████████

21 ████████████████████████████████

22 ████████████████████████████████████

23 ████████████████████████ <**END CONFIDENTIAL**

24 **DESIGNATION**>

25

26

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 5
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1   **INTERROGATORY NO. 3:** Explain in detail how Microsoft calculates amounts due

2 under Section 3.2(c)(i-viii) of the Third and Fourth Amendments (along with all amendments of

3 Section 3.2(c)(i-viii) of the Third and Fourth Amendments).

4   **ANSWER:** Microsoft objects that this request is ambiguous and confusing because there

5 is no Section 3.2(c) in the Fourth Amendment. Microsoft further objects that the phrase "how

6 Microsoft calculates amounts due" is vague and ambiguous because it is unclear whether ODS is

7 seeking, for example, information about Microsoft's specific mathematical equation for

8 calculating royalties, adherence to certain contractual terms, or interpretation of certain

9 contractual terms. Microsoft thus construes the request to ask about the general manner in which

10 Microsoft calculates royalties owed to ODS. Microsoft further objects that this request is not

11 limited in time and so construes the request to ask about the way Microsoft has calculated

12 royalties owed to ODS since the parties' execution of the Third Amendment, under Section

13 3.2(c)(i)-(vii) of the Third Amendment.

14   Subject to and without waiving these objections, Microsoft answers that since the parties

15 executed the Third Amendment, it has calculated royalties for the "Halo 4 musical

16 compositions," as defined in the Third Amendment, according to Section 3.2(c)(i)-(viii) of the

17 Third Amendment. Based on these objections, Microsoft will not respond to this request further

18 as drafted but to the extent ODS intended for this request to seek additional or different

19 information, Microsoft is willing to meet and confer with ODS to understand what that

20 information is.

21   **SUPPLEMENTAL ANSWER:** Microsoft incorporates by reference its objections

22 stated in its original answer as if fully set forth here. Subject to and without waiving these

23 objections, Microsoft further answers that it tracks Halo Reach soundtrack monetization based

24 on regular reports received from distributors managing Halo Reach soundtrack monetization.

25 The distributor reports reflect the amount the distributor owes Microsoft according to revenue

26 the distributor received from Halo Reach soundtrack monetization. *See, e.g.*, MSFT_00000978.

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 6
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1   Each Halo soundtrack has corresponding internal part number(s) that Microsoft uses to track

2   royalty-bearing events and revenue. Microsoft then uses internal part numbers corresponding to

3   the Halo Reach soundtracks to invoice the distributors. *See, e.g.*, MSFT_00000985. Microsoft

4   runs reports known as "statement processing" for the corresponding revenue to generate an

5   automated (previously quarterly and now monthly) report on royalties earned by ODS based on

6   (a) the specific royalty rate agreed upon in the ICA for Halo Reach soundtrack monetization; and

7   (b) the corresponding amount of revenue Microsoft collected for the Halo Reach soundtrack

8   monetization minus any applicable deductions. *See, e.g.*, MSFT_00000558. The royalties

9   earned amount is then applied to recoup any applicable prepaid advances to ODS. If there are no

10   applicable prepaid advances, then the royalties earned amount equates to the royalties to be paid

11   to ODS for that time period. Microsoft manually reconciles these amounts for accuracy, submits

12   the statement for approval, and once approved, releases the statement to ODS.

13   **\<BEGIN CONFIDENTIAL DESIGNATION\>**

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 7
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

1

2

3   <**END CONFIDENTIAL**

4 **DESIGNATION**>

5

6   DATED this 9th day of March, 2021.

7

8   *s/Ambika K. Doran*

                                Ambika K. Doran, WSBA #38237

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 8
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

VERIFICATION

I, Jonathan Palmer, declare under penalty of perjury that the following is true and correct:

I am the Assistant Secretary of Microsoft Corporation. I have read Microsoft's supplemental answers to Plaintiff O'Donnell/Salvatori, Inc.'s Interrogatories No. 1-3. I am authorized to sign these supplemental interrogatory answers on behalf of Microsoft, and I certify that the matters stated in the document identified above are a corporate response to Plaintiffs' Interrogatories No. 1-3. Because the matters stated in the document identified above are a corporate response, they are not all necessarily within my personal knowledge or within the personal knowledge of any single individual. Subject to these limitations, the facts contained in the foregoing supplemental answersare, to the best of my knowledge, true and correct.

Dated this _____ day of March, 2021, at _____, Washington

_____

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 9
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of March, 2021, I caused the document to which this certificate is attached to be electronically mailed to the following:

Mark Lawrence Lorbiecki, WSBA #16796
Daniel A. Brown, WSBA #22028
Gabrielle Lindquist, WSBA #57177
Williams, Kastner & Gibbs PLLC
601 Union Street, Suite 4100
Seattle, WA 98101-2380
Tel: (206) 628-6600
Fax: (206) 628-6611
Email: mlorbiecki@williamskastner.com
         dbrown@williamskastner.com
         glindquist@williamskastner.com

Thomas H. Buscaglia, WSBA #40305
The Game Attorney P.C.
23133 Vashon Highway SW
Vashon, WA 98070
Tel: (206) 463-9200
Fax: (206) 463-9290
Email: thb@gameattorney.com

Attorneys for Plaintiff O'Donnell/Salvatori, Inc.

DATED at Mercer Island, Washington this 9th day of March, 2021.

By *s/ Ambika K. Doran*
   Ambika K. Doran, WSBA # 38237

MICROSOFT'S SUPPLEMENTAL ANSWERS TO
O'DONNELL/SALVATORI'S ROGS NOS. 1-3 - 10
(2:20-cv-00882-MLP)
4816-6655-8934v.4 0025936-003219

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main · 206.757.7700 fax